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Attorneys for Plaintiff,  
SAGER ELECTRICAL SUPPLY COMPANY, INC.

**UNITED STATES DISTRICT COURT**  
**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

SAGER ELECTRICAL SUPPLY  
COMPANY, INC., a Massachusetts  
corporation,

Plaintiff,

vs.

NORIBACHI CORPORATION, a  
Delaware corporation; LUMINATION  
LIGHTING AND TECHNOLOGY,  
INC., a California corporation; HCAP  
PARTNERS III, L.P., a Delaware  
limited partnership; FRANCISCO  
PALOP, an individual; KURT NOYES,  
an individual; and DOES 1 to 100,  
inclusive,

Defendants.

CASE NO. 2:18-cv-08291-R-FFM

**STIPULATED PROTECTIVE  
ORDER**

**1. A. PURPOSES AND LIMITATIONS**

Discovery in this action is likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The parties acknowledge that this

1 Order does not confer blanket protections on all disclosures or responses to  
2 discovery and that the protection it affords from public disclosure and use extends  
3 only to the limited information or items that are entitled to confidential treatment  
4 under the applicable legal principles. The parties further acknowledge that this  
5 Stipulated Protective Order does not entitle them to file confidential information  
6 under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed  
7 and the standards that will be applied when a party seeks permission from the court  
8 to file material under seal.

9 B. GOOD CAUSE STATEMENT

10 This action is likely to involve trade secrets, customer and pricing lists and  
11 other valuable research, development, commercial, financial, technical and/or  
12 proprietary information for which special protection from public disclosure and  
13 from use for any purpose other than prosecution of this action is warranted. Such  
14 confidential and proprietary materials and information consist of, among other  
15 things, confidential business or financial information, information regarding  
16 confidential business practices, and technical documentation, or other confidential  
17 research, development, or commercial information (including information  
18 implicating privacy rights of third parties), information otherwise generally  
19 unavailable to the public, or which may be privileged or otherwise protected from  
20 disclosure under state or federal statutes, court rules, case decisions, or common  
21 law. Accordingly, to expedite the flow of information, to facilitate the prompt  
22 resolution of disputes over confidentiality of discovery materials, to adequately  
23 protect information the parties are entitled to keep confidential, to ensure that the  
24 parties are permitted reasonable necessary uses of such material in preparation for  
25 and in the conduct of trial, to address their handling at the end of the litigation, and  
26 serve the ends of justice, a protective order for such information is justified in this  
27 matter. It is the intent of the parties that information will not be designated as  
28 confidential for tactical reasons and that nothing be so designated without a good

1 faith belief that it has been maintained in a confidential, non-public manner, and  
2 there is good cause why it should not be part of the public record of this case.

3 2. DEFINITIONS

4 2.1. Action: this pending federal lawsuit, *Sager Electrical Supply*  
5 *Company v. Noribachi Corporation et al.*, Case No. 2:18-cv-08291-R-FFM.

6 2.2. Challenging Party: a Party or Non-Party that challenges the  
7 designation of information or items under this Order.

8 2.3. "CONFIDENTIAL" Information or Items: information (regardless of  
9 how it is generated, stored or maintained) or tangible things that qualify for  
10 protection under Federal Rule of Civil Procedure 26(c), and as specified above in  
11 the Good Cause Statement.

12 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as  
13 their support staff).

14 2.5. Designating Party: a Party or Non-Party that designates information  
15 or items that it produces in disclosures or in responses to discovery requests as  
16 "CONFIDENTIAL."

17 2.6. Disclosure or Discovery Material: all items or information, regardless  
18 of the medium or manner in which it is generated, stored, or maintained (including,  
19 among other things, testimony, transcripts, and tangible things), that are produced  
20 or generated in disclosures or responses to discovery in this matter.

21 2.7. Expert: a person with specialized knowledge or experience in a  
22 matter pertinent to the litigation who has been retained by a Party or its Counsel to  
23 serve as an expert witness or as a consultant in this Action.

24 2.8. House Counsel: attorneys who are employees of a party to this action.  
25 House Counsel does not include Outside Counsel of Record or any other outside  
26 counsel.

1           2.9. Non-Party: any natural person, partnership, corporation, association,  
2 or other legal entity not named as a Party to this action.

3           2.10. Outside Counsel of Record: attorneys (and support staff) who are not  
4 employees of a party to this action but are retained to represent or advise a party to  
5 this action and have appeared in this action on behalf of that party or are employed  
6 by a law firm which has appeared on behalf of that party.

7           2.11. Party: any party to this Action, including all of its officers, directors,  
8 employees, consultants, retained experts, and Outside Counsel of Record (and their  
9 support staff).

10          2.12. Producing Party: a Party or Non-Party that produces Disclosure or  
11 Discovery Material in this action.

12          2.13. Professional Vendors: persons or entities that provide litigation  
13 support services (e.g., photocopying, videotaping, translating, preparing exhibits or  
14 demonstrations, and organizing, storing, or retrieving data in any form or medium)  
15 and their employees and subcontractors.

16          2.14. Protected Material: any Disclosure or Discovery Material that is  
17 designated as "CONFIDENTIAL."

18          2.15. Receiving Party: a Party that receives Disclosure or Discovery  
19 Material from a Producing Party.

20        3.     SCOPE

21          3.1. The protections conferred by this Stipulation and Order cover not only  
22 Protected Material (as defined above), but also (1) any information copied or  
23 extracted from Protected Material; (2) all copies, excerpts, summaries, or  
24 compilations of Protected Material; and (3) any testimony, conversations, or  
25 presentations by Parties or their Counsel that might reveal Protected Material.  
26 However, the protections conferred by this Stipulation and Order do not cover the  
27 following information: (a) any information that is in the public domain at the time  
28 of disclosure to a Receiving Party or becomes part of the public domain after its

1 disclosure to a Receiving Party as a result of publication not involving a violation  
2 of this Order, including becoming part of the public record through trial or  
3 otherwise; and (b) any information known to the Receiving Party prior to the  
4 disclosure or obtained by the Receiving Party after the disclosure from a source  
5 who obtained the information lawfully and under no obligation of confidentiality to  
6 the Designating Party.

7 3.2. Nothing in this Protective Order shall prevent or restrict a Producing  
8 Party's own disclosure or use of its own Protected Material for any purpose, and  
9 nothing in this Order shall preclude any Producing Party from showing its  
10 Protected Material to an individual who prepared or was involved in the  
11 preparation of the Protected Material.

12 3.3. Any use of Protected Material at trial shall be governed by the orders  
13 of the trial judge. This Order does not govern the use of Protected Material at trial.

14 3.4. This Order is without prejudice to the right of any Party to seek  
15 further or additional protection of any Discovery Material or to modify this Order  
16 in any way, including, without limitation, an order that certain matter not be  
17 produced at all.

18 4. DURATION

19 Once a case proceeds to trial, information that was designated as  
20 CONFIDENTIAL or maintained pursuant to this protective order used or  
21 introduced as an exhibit at trial becomes public and will be presumptively  
22 available to all members of the public unless compelling reasons supported by  
23 specific factual findings to proceed otherwise are made to the trial judge in  
24 advance of trial. *See Kamakana*, 447 F.3d at 1180-81 (distinguishing "good cause"  
25 showing for sealing documents produced in discovery from "compelling reasons"  
26 standard when merits-related documents are part of court record). Accordingly,  
27 the terms of this protective order do not extend beyond the commencement of trial  
28 as to any material that was used or introduced as an exhibit at trial.

1     **5. DESIGNATING PROTECTED MATERIAL**

2             **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

3     Each Party or Non-Party that designates information or items for protection under  
4     this Order must take care to limit any such designation to specific material that  
5     qualifies under the appropriate standards. The Designating Party must designate  
6     for protection only those parts of material, documents, items, or oral or written  
7     communications that qualify so that other portions of the material, documents,  
8     items, or communications for which protection is not warranted are not swept  
9     unjustifiably within the ambit of this Order.

10            Mass, indiscriminate or routinized designations are prohibited. Designations  
11     that are shown to be clearly unjustified or that have been made for an improper  
12     purpose (e.g., to unnecessarily encumber the case development process or to  
13     impose unnecessary expenses and burdens on other parties) may expose the  
14     Designating Party to sanctions.

15            If it comes to a Designating Party's attention that information or items that it  
16     designated for protection do not qualify for protection at all or do not qualify for  
17     the level of protection initially asserted, that Designating Party must promptly  
18     notify all other parties that it is withdrawing the inapplicable designation.

19            **5.2. Manner and Timing of Designations.** Except as otherwise provided in  
20     this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise  
21     stipulated or ordered, Disclosure or Discovery Material that qualifies for protection  
22     under this Order must be clearly so designated before the material is disclosed or  
23     produced.

24            Designation in conformity with this Order requires:

25            (a) for information in documentary form (e.g., paper or electronic  
26     documents, but excluding transcripts of depositions or other pretrial or trial  
27     proceedings), that the Producing Party affix the legend "CONFIDENTIAL" to  
28     each page that contains Protected Material. If only a portion of the material on a

1 page qualifies for protection, the Producing Party must clearly identify the  
2 protected portion(s) (e.g., by making appropriate markings in the margins).

3 A Party or Non-Party that makes original documents available for inspection  
4 need not designate them for protection until after the inspecting Party has indicated  
5 which documents it would like copied and produced. During the inspection and  
6 before the designation, all of the material made available for inspection shall be  
7 deemed "CONFIDENTIAL." After the inspecting Party has identified the  
8 documents it wants copied and produced, the Producing Party must determine  
9 which documents, or portions thereof, qualify for protection under this Order.  
10 Then, before producing the specified documents, the Producing Party must affix  
11 the "CONFIDENTIAL" legend to each page that contains Protected Material. If  
12 only a portion of the material on a page qualifies for protection, the Producing  
13 Party also must clearly identify the protected portion(s), (e.g., by making  
14 appropriate markings in the margins).

15 (b) for testimony given in deposition, that the Designating Party identifies  
16 the Disclosure or Discovery Material on the record, before the close of the  
17 deposition, all protected testimony.

18 Transcripts containing Protected Material shall have an obvious legend on  
19 the title page that the transcript contains Protected Material, and the title page shall  
20 be followed by a list of all pages that have been designated as Protected Material  
21 and the level of protection being asserted by the Designating Party. The  
22 Designating Party shall inform the court reporter of these requirements.

23 (c) for information produced in some form other than documentary and for  
24 any other tangible items, that the Producing Party affix in a prominent place on the  
25 exterior of the container or containers in which the information or item is stored  
26 the legend "CONFIDENTIAL." If only a portion or portions of the information or  
27 item warrant protection, the Producing Party, to the extent practicable, shall  
28 identify the protected portion(s).

1           5.3. Inadvertent Failures to Designate. An inadvertent failure to designate  
2 qualified information or items does not, standing alone, waive the Designating  
3 Party's right to secure protection under this Order for such material. Upon  
4 correction of a designation, the Receiving Party must make all reasonable efforts to  
5 assure that the material is treated in accordance with the provisions of this Order.

6       6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

7           6.1. Timing of Challenges. Any Party or Non-Party may challenge a  
8 designation of confidentiality at any time that is consistent with the Court's  
9 Scheduling Order.

10          6.2. Meet and Confer. The Challenging Party shall initiate the dispute  
11 resolution process under Local Rule 37-1 et seq.

12          6.3. Joint Stipulation. Any challenge submitted to the Court shall be via a  
13 joint stipulation pursuant to Local Rule 37-2.

14          6.4. The burden of persuasion in any such challenge proceeding shall be  
15 on the Designating Party. Frivolous challenges and those made for an improper  
16 purpose (e.g., to harass or impose unnecessary expenses and burdens on other  
17 parties) may expose the Challenging Party to sanctions. Unless the Designating  
18 Party has waived the confidentiality designation, all parties shall continue to afford  
19 the material in question the level of protection to which it is entitled under the  
20 Producing Party's designation until the Court rules on the challenge.

21       7. ACCESS TO AND USE OF PROTECTED MATERIAL

22          7.1. Basic Principles. A Receiving Party may use Protected Material that  
23 is disclosed or produced by another Party or by a Non-Party in connection with this  
24 case only for prosecuting, defending, or attempting to settle this Action. Such  
25 Protected Material may be disclosed only to the categories of persons and under  
26 the conditions described in this Order. When the Action has been terminated, a  
27 Receiving Party must comply with the provisions of section 13 below (FINAL  
28 DISPOSITION).



1 Protected Material must be stored and maintained by a Receiving Party at a  
2 location and in a secure manner that ensures that access is limited to the persons  
3 authorized under this Order.

4 7.2. Disclosure of "CONFIDENTIAL" Information or Items. Unless  
5 otherwise ordered by the Court or permitted in writing by the Designating Party, a  
6 Receiving Party may disclose any information or item designated  
7 "CONFIDENTIAL" only to:

8 (a) the Receiving Party's Outside Counsel of Record in this action, as  
9 well as employees of said Outside Counsel of Record to whom it is reasonably  
10 necessary to disclose the information for this Action;

11 (b) the officers, directors, and employees (including House Counsel) of  
12 the Receiving Party to whom disclosure is reasonably necessary for this Action;

13 (c) Experts (as defined in this Order) of the Receiving Party to whom  
14 disclosure is reasonably necessary for this Action and who have signed the  
15 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

16 (d) the Court and its personnel;

17 (e) court reporters and their staff,

18 (f) professional jury or trial consultants including mock jurors who have  
19 signed a confidentiality agreement, and Professional Vendors to whom disclosure  
20 is reasonably necessary for this Action and who have signed the "Acknowledgment  
21 and Agreement to Be Bound" (Exhibit A);

22 (g) the author or recipient of a document containing the information or a  
23 custodian or other person who otherwise possessed or knew the information;

24 (h) during their depositions, witnesses in the Action to whom disclosure  
25 is reasonably necessary provided: (1) the deposing party requests that the witness  
26 sign the form attached as Exhibit A hereto; and (2) the witness will not be  
27 permitted to keep any confidential information unless they sign the  
28 "Acknowledgment and Agreement to be Bound" (Exhibit A), unless otherwise

1 agreed by the Designating Party or ordered by the court. Pages of transcribed  
2 deposition testimony or exhibits to depositions that reveal Protected Material may  
3 be separately bound by the court reporter and may not be disclosed to anyone  
4 except as permitted under this Stipulated Protective Order;

5 (i) any mediator or settlement officer, and their supporting personnel,  
6 mutually agreed upon by any of the parties engaged in settlement discussions.

7 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED  
8 IN OTHER LITIGATION

9 If a Party is served with a subpoena or a court order issued in other litigation  
10 that compels disclosure of any information or items designated in this Action as  
11 “CONFIDENTIAL,” that Party must:

12 (a) promptly notify in writing the Designating Party. Such notification  
13 shall include a copy of the subpoena or court order;

14 (b) promptly notify in writing the party who caused the subpoena or order  
15 to issue in the other litigation that some or all of the material covered by the  
16 subpoena or order is subject to this Protective Order. Such notification shall  
17 include a copy of this Stipulated Protective Order; and

18 (c) cooperate with respect to all reasonable procedures sought to be pursued  
19 by the Designating Party whose Protected Material may be affected.

20 If the Designating Party timely seeks a protective order, the Party served  
21 with the subpoena or court order shall not produce any information designated in  
22 this action as “CONFIDENTIAL” before a determination by the Court from which  
23 the subpoena or order issued, unless the Party has obtained the Designating Party’s  
24 permission. The Designating Party shall bear the burden and expense of seeking  
25 protection in that court of its confidential material and nothing in these provisions  
26 should be construed as authorizing or encouraging a Receiving Party in this Action  
27 to disobey a lawful directive from another court.

1 9. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE  
2 PRODUCED IN THIS LITIGATION

3 (a) The terms of this Order are applicable to information produced by a  
4 Non-Party in this Action and designated as "CONFIDENTIAL." Such information  
5 produced by Non-Parties in connection with this litigation is protected by the  
6 remedies and relief provided by this Order. Nothing in these provisions should be  
7 construed as prohibiting a Non-Party from seeking additional protections.

8 (b) In the event that a Party is required, by a valid discovery request, to  
9 produce a Non-Party's confidential information in its possession, and the Party is  
10 subject to an agreement with the Non-Party not to produce the Non-Party's  
11 confidential information, then the Party shall:

12 1. promptly notify in writing the Requesting Party and the Non-  
13 Party that some or all of the information requested is subject to a confidentiality  
14 agreement with a Non-Party; and

15 2. promptly provide the Non-Party with a copy of the Stipulated  
16 Protective Order in this Action, the relevant discovery request(s), and a reasonably  
17 specific description of the information requested; and

18 3. make the information requested available for inspection by the  
19 Non-Party, if requested.

20 (c) If the Non-Party fails to seek a protective order from this court within  
21 14 days after receiving the notice and accompanying information, the Producing  
22 Party may produce the Non-Party's confidential information responsive to the  
23 discovery request. If the Non-Party timely seeks a protective order, the Producing  
24 Party shall not produce any information in its possession or control that is subject  
25 to the confidentiality agreement with the Non-Party before a determination by the  
26 Court. Absent a court order to the contrary, the Non-Party shall bear the burden  
27 and expense of seeking protection in this court of its Protected Material.  
28

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever procedure may be established in an e-discovery order that provides for production without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and (e), insofar as the parties reach an agreement on the effect of disclosure of a communication or information covered by the attorney-client privilege or work product protection, the parties may incorporate their agreement in the stipulated protective order submitted to the court.

12. MISCELLANEOUS

12.1. Right to Further Relief. Nothing in this Order abridges the right of any person to seek its modification by the Court in the future.

12.2. Right to Assert Other Objections. By stipulating to the entry of this Protective Order, no Party waives any right it otherwise would have to object to disclosing or producing any information or item on any ground not addressed in

1 this Stipulated Protective Order. Similarly, no Party waives any right to object on  
2 any ground to use in evidence of any of the material covered by this Protective  
3 Order.

4 12.3. Filing Protected Material. A Party that seeks to file under seal any  
5 Protected Material must comply with Local Civil Rule 79-5. Protected Material  
6 may only be filed under seal pursuant to a court order authorizing the sealing of the  
7 specific Protected Material at issue. If a Party's request to file Protected Material  
8 under seal is denied by the court, then the Receiving Party may file the information  
9 in the public record unless otherwise instructed by the court.

10 12.4. Computation of time. The computation of any period of time  
11 prescribed or allowed by this Order shall be governed by the provisions for  
12 computing time set forth in Federal Rule of Civil Procedure 6.

13 13. FINAL DISPOSITION

14 13.1. Final disposition shall be deemed to be the later of (1) dismissal of all  
15 claims and defenses in this Action, with or without prejudice; and (2) final  
16 judgment herein after the completion and exhaustion of all appeals, rehearings,  
17 remands, trials, or reviews of this action, including the time limits for filing any  
18 motions or applications for extension of time pursuant to applicable law and the  
19 time limits for filing a petition for writ of certiorari to the Supreme Court of the  
20 United States if applicable.

21 13.2. Within 60 days after the final disposition of this action, as defined  
22 herein, each Receiving Party must return all Protected Material to the Producing  
23 Party or destroy such material. As used in this subdivision, "all Protected  
24 Material" includes all copies, abstracts, compilations, summaries, and any other  
25 format reproducing or capturing any of the Protected Material. Whether the  
26 Protected Material is returned or destroyed, the Receiving Party must submit a  
27 written certification to the Producing Party (and, if not the same person or entity, to  
28 the Designating Party) by the 60-day deadline that (1) identifies (by category,

1 where appropriate) all the Protected Material that was returned or destroyed and  
2 (2) affirms that the Receiving Party has not retained any copies, abstracts,  
3 compilations, summaries or any other format reproducing or capturing any of the  
4 Protected Material. Notwithstanding this provision, Counsel are entitled to retain  
5 an archival copy of all pleadings, motion papers, trial, deposition, and hearing  
6 transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert  
7 reports, attorney work product, and consultant and expert work product, even if  
8 such materials contain Protected Material. Any such archival copies that contain  
9 or constitute Protected Material remain subject to this Protective Order as set forth  
10 in Paragraph 4 (DURATION).

11 14. VIOLATION

12 Any violation of this Order may be punished by appropriate measures  
13 including, without limitation, contempt proceedings and/or monetary sanctions.  
14

15 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.

16 DATED: July 19, 2019

17 /s/ Theodore K. Stream  
18 Attorney for Plaintiff

19 DATED: July 16, 2019

20 /s/ Kelly Ann Tran  
21 Attorney for Defendant

22 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED this 30 day of  
23 July, 2019.

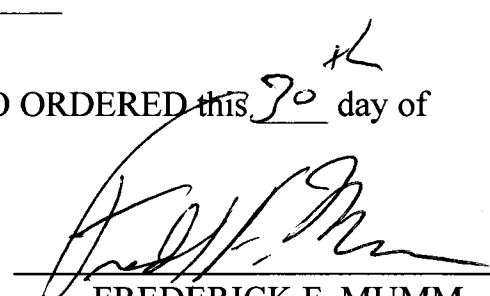
24   
25  
26 FREDERICK F. MUMM  
27 United States Magistrate Judge  
28

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, \_\_\_\_\_ [print or type full name], of \_\_\_\_\_  
\_\_\_\_\_ [print or type full address], declare under penalty of perjury that I have read  
in its entirety and understand the Stipulated Protective Order that was issued by the  
United States District Court for the Central District of California on  
\_\_\_\_\_ in the case of *Sager Electrical Supply Company, Inc. vs.*  
*Noribachi Corporation, et al.*, Case No. 2:18-cv-08291-R-FFM. I agree to comply  
with and to be bound by all the terms of this Stipulated Protective Order and I  
understand and acknowledge that failure to so comply could expose me to  
sanctions and punishment in the nature of contempt. I solemnly promise that I will  
not disclose in any manner any information or item that is subject to this Stipulated  
Protective Order to any person or entity except in strict compliance with the  
provisions of this Order.

I further agree to submit to the jurisdiction of the United States District  
Court for the Central District of California – Western Division for the purpose of  
enforcing the terms of this Stipulated Protective Order, even if such enforcement  
proceedings occur after termination of this action.

I hereby appoint \_\_\_\_\_ [print or type full name] of \_\_\_\_\_ [print or type full  
address and telephone number] as my California agent for service of process in  
connection with this action or any proceedings related to enforcement of this  
Stipulated Protective Order.

Date: \_\_\_\_\_

City and State were sworn and signed: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_